

Eric Ronning

From: "Eric Ronning" <fidelitor@charter.net>
To: "LePome, Robert Esq" <robert@robertlepome.com>
Sent: Tuesday, May 23, 2006 10:38 AM
Subject: Fox Hills 216, LLC

Robert,

Today, out of the blue, we received loan docs for The Wild Water Limited Partnership's (WW) investment of \$50,000 in Fox Hills 216, LLC. Postmark is 05/18/06.

After reviewing the documents, it looks like WW's investment is on the Amended docs and was part of a loan increase in the amount of \$225,000, from an original loan amount of \$25,755,000 to \$25,980,000. Copies of full docs can be provided if necessary. Enclosed with mailing are the first page of the Amendment and the recording stamp.

Call with questions 775-832-0681 or cel 775-771-1583

Eric



"F-1"

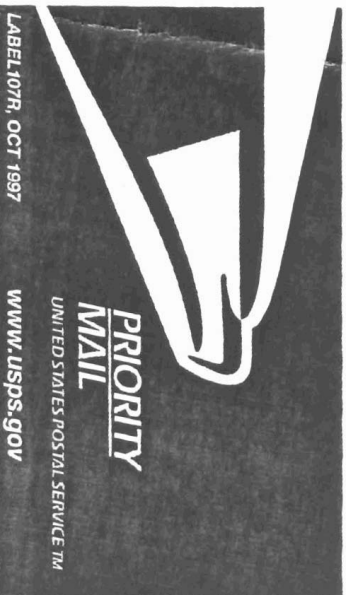
5/23/2006

USPS
CAPITAL
4484 South Pecos Road
Las Vegas, Nevada 89121

Grable Roming
P O Box 9288
Incline Village, NV 89452



11





May 18, 2006

Re: Fox Hills 216, LLC

Dear Investors:

Enclosed are copies of the Loan Agreement, Addendum to Loan Agreement, First Amendment to Loan Documents, Promissory Note, Deed of trust, and First Amendment Deed of trust recorded in Merced County Deed of Trust and First Amendment to the Deed of Trust recorded in Fresno county in the above- referenced loan for your records.

Very truly yours,

USA CAPITAL

Enclosures

v.1 Rev. 8/04

"F-1"

4484 South Pecos Road · Las Vegas, Nevada 89121

Phone: 702-734-2400 · Fax: 702-734-0163 · Toll Free: 888-921-8009 · www.TDInvestments.com

4/05/2006
11:23 AM
R03

RECORDING REQUESTED BY:

Fidelity National

40 N. Central

Suite 2850

Phoenix, AZ 85004

Escrow # 206-01104PREPARED BY AND WHEN RECORDED,
RETURN TO:

USA Commercial Mortgage Company

4484 South Pecos Road

Las Vegas, Nevada 89121

(702) 734-2400

M. STEPHEN JONES

County Recorder

P Public

T

Doc#: 2006-024695



Titles: 1 Pages: 25

Fees	134.00
Taxes	0.00
Other	0.00
PAID	\$134.00

COPY

206-01104
52502387FIRST AMENDMENT TO DEED OF TRUST

"F-1"

CHICAGO TITLE

FIRST AMENDMENT TO DEED OF TRUST

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Trustor hereby agrees to the execution, delivery, and recording of this Amendment to that certain Deed of Trust, Assignments of Rents, Security Agreement and Fixture Filing (the "Deed of Trust") dated January 23, 2006, executed by **Fox Hills 216, LLC**, a California limited liability company, **Fox Hills 99, LLC**, a California limited liability company, **Fox Hills 50, LLC**, a California limited liability company, and **Fox Hills Nursery, LLC**, a California limited liability company (collectively "Trustor") to **Fidelity National Title Insurance Company** as Trustee, in favor of those persons listed on Exhibit "A" as Beneficiaries. The Deed of Trust was recorded on February 10, 2006 as Document No. 2006-011230 in Official Records of Merced County, State of California.

1. Said Deed of Trust is hereby amended to increase the amount secured thereby from \$25,755,000 to \$25,980,000 to add a new **Exhibit "A"** (in the form attached hereto) thereto to reflect the present Beneficiaries.

2. Said Deed of Trust affects the real property described on **Exhibit "B"** hereto.

3. Said Deed of Trust is hereby amended to add the following new Section 5.19 as follows:

5.19 Third-Party Trustor Waivers.

(a) **Definitions.** As used in this Section 5.19, "Third Party Indebtedness" means the amounts owing under the Note and all other indebtedness and other obligations owing by and attributable to Fox Hills Fresno Slough, LLC, a California limited liability company ("Fresno Borrower;" Fresno Borrower and each entity comprising Trustor are hereinafter referred to as "Borrower") under the Deed of Trust, Assignments of Rents, Security Agreement and Fixture Filing dated January 23, 2006 and recorded in the Official Records of Fresno County, California (the "Fresno Deed of Trust") and the other documents executed by Borrower that evidence, secure or relate to the Note.

(b) **Rights of Beneficiary.** Trustor authorizes Beneficiary to perform any or all of the following acts at any time in its sole discretion, all without notice to Trustor and without affecting Beneficiary's rights or Trustor's obligations under this Deed of Trust.

(i) Beneficiary may alter any terms of the Third Party Indebtedness or any part of it, including renewing, comprising, modifying, extending or accelerating, or otherwise changing the time for payment of or increasing or decreasing the rate of interest on, the Third Party Indebtedness or any part of it.

(ii) Beneficiary may take and hold security for the Third Party Indebtedness, accept additional or substituted security for that obligation, and subordinate, exchange, enforce, waive, release, reconvey, comprise, fail to perfect and sell or otherwise dispose of any such security.

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